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March 31, 2021

Attention: Justin Mills
Walmart Claims Services
PO Box 14731
Lexington, KY 40512

Re: Our Client: Pam Collins
Your Insured: Walmart Inc.
Date of Loss: July 13, 2019
Claim No.: 8879352

OFFER OF SETTLEMENT AND COMPROMISE CONTAINED HEREIN
NOT ADMISSIBLE IN ANY FORUM

Dear Mr. Mills:

The following material, including medical reports, bills, receipts, analysis, evaluations, and other documents, has been compiled to evaluate the liability of your insured, the nature of our client's injuries, and the extent of damages sustained by our client as a result of the dangerous condition of your insured's property.

This material is being submitted to you for purposes of negotiation only. Your review of this information is under the condition that nothing contained herein shall constitute an admission by our client and that nothing contained herein shall be admissible against our client at any hearing or trial.

LIABILITY

On July 13, 2019 our client, Ms. Pam Collins, was a customer at the Walmart at 30983 US-441 in Commerce, Georgia. Ms. Collins was shopping at the Walmart and slipped on a red liquid that had been spilled previously. No warning or wet floor signs were present, despite the fact that employees were working near the spill. After falling, Ms. Collins reported her fall to nearby employees, one of whom intimated that she, the employee, knew the spill was there but did not clean it up.

Under Georgia law (O.C.G.A. § 51-3-1) where an owner or occupier of land, by express or implied invitation, induces or leads others to come upon his premises for any lawful purpose, he is liable in damages to such persons for injuries caused by his failure to exercise ordinary care in keeping the premises and approaches safe. An owner or occupier is thus liable for damages sustained by an invitee when that owner fails to remove a hazard that should have been removed in the exercise of ordinary care. Kroger Co. v Schoenhoff et al., 751 S.E.2d 439 (Ga. App. 2013).

Your insured via express or implied invitation induced Ms. Collins on to the property – Mr. Collins was a customer of the establishment owned by your insured and is thus an invitee under Georgia law. It is also clear that your insured has the duty to keep the premises and approaches safe under the law, which of course entails the duty to ensure the product floor and all other premises is maintained in such a way that it is safe to walk across. Your insured failed to uphold this duty and exercise ordinary care to remove or improve the hazardous condition of your establishment.

INJURIES AND TREATMENT

Our client to this date continues to suffer from ongoing pain and suffering because of this clear liability incident. The negligent behavior of your insured has had a severe and dramatic impact upon our client's life, and its effects will remain for quite some time. Our client experienced significant pain and suffering, both initially and throughout the course of treatment. These sorts of injuries are painful, persistent, and extremely inconvenient. Our client's care required regular travel back and forth to the doctor for physical and other therapies, resulting in an extended disruption of normal life.

At this time, we are enclosing a copy of this client's subsequent treatment records related to care that he received from various medical doctors, plus follow up therapy. Below is the highlight of the personal injuries sustained by our client:

- Herniation/disc protrusion in her cervical spine
- Multiple herniations/disc protrusions in her thoracic spine
- **Multiple herniations/disc protrusions in her lumbar spine requiring multilevel fusion surgery L4-L5 and L5-L6**
- Injuries/exacerbation of injuries to both knees requiring surgery

As a result of the trauma induced injuries sustained by our client while patronizing your establishment, she required **pain medication, physical therapy, imaging, injections and multiple surgeries on her knees and back**, and was unable to perform her normal, daily activities without increased pain and discomfort. Our client to this date continues to suffer from ongoing pain and suffering because of this clear liability.

DAMAGES

Pam Collins has incurred damages to date as follows:

<u>Medical Provider</u>	<u>Amount Charged</u>
Northridge Medical Center	\$ 5,001.09
Specialty Orthopaedics, PC	\$ 11,498.24
Northside Hospital	\$ 2,177.00
MedChex (Imaging)	\$ 870.00
Gwinnett Medical Center (Surgery)	Will Supplement
Ortho Sport & Spine Physicians	Will Supplement
Athens Brain and Spine	Will Supplement
Lost Wages	Will Supplement
Total Special Damages	\$ 19,546.33 (Not Final)

SETTLEMENT PROPOSAL

In light of the pain and suffering which our client, Pam Collins, was forced to endure, due to the negligence of your insured, as well as the financial strain on her life, we are willing to settle this claim for the amount of **SEVEN HUNDRED AND FIFTY THOUSAND DOLLARS (\$ 750,000.00)**. We are willing to recommend this figure to our client as a fair and reasonable resolution to this matter.

We would appreciate your response to this letter within thirty (30) days. We look forward to hearing from you soon so that we can discuss the resolution of this matter.

Very truly yours,

FOY & ASSOCIATES, P.C.

/s/ Joel Schneider
Joel Schneider
Attorney at Law

JS: nmh